

Mt. Vernon

Teamsters #238 (Police)

7/1/2004 6/30/2007

6/6/07

MASTER AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON  
POLICE DEPARTMENT

AND

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238

JULY 1, 2004 - JUNE 30, 2007



# MT. VERNON POLICE DEPARTMENT

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## AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Mount Vernon, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

### ARTICLE 1 PURPOSE

#### Section 1.1

The purpose of the City of Mount Vernon and the Union in entering into this Agreement is to set proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of law enforcement; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

### ARTICLE 2 RECOGNITION

#### Section 2.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case #1928 for those employees as listed:

INCLUDED: All employees of the Police Department and patrol officers.

EXCLUDED: Chief of Police and all other city employees and elected officials and all other persons excluded by Section 4 of the Act.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail or terminate operations of the Employer;
- (e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right to create, modify and terminate departments, job classifications and job duties;
- (h) The right to transfer, promote and demote employees with just cause.
- (i) The right to discipline;
- (j) The right to suspend and discharge employees for just cause;
- (k) The right to lay off;
- (l) The right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) The right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of their membership or non-membership in the Union.

### Section 3.2

The list of management rights, set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain with its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

### Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently, and at the lowest possible cost consistent with fair labor standards. The Union therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to wit:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and
- (c) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union and the public.

### Section 4.2

The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

### Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

## ARTICLE 5 CHECK OFF

### Section 5.1

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

### Section 5.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

### Section 5.3

The Employer shall make deductions for Credit Union provided the employee has provided proper written authorization.

### Section 5.4

The Union, its successors or assignees, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

## ARTICLE 6 UNION REPRESENTATIVES

### Section 6.1

Authorized representatives of the Union upon advance notice given to the Chief of Police may visit the Police Station and confer with representatives of the Employer. If such Union representative desires to confer with a Union Steward or any employee, they must first notify the shift supervisor. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

### Section 6.2

Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by an employee or their representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

## ARTICLE 7 STEWARDS

### Section 7.1

The Employer recognizes the rights of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time. Reasonable number shall mean one (1) steward per ten (10) employees.

### Section 7.2

A steward is expected to contact other employees regarding grievances at shift change unless said steward secures prior permission from the Police Chief. They may not leave their job assignment or cause another employee to leave their job assignment unless they have prior approval from the Police Chief.

### Section 7.3

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with their Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) the collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) the transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
  - (1) have been reduced to writing.
  - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

### Section 7.4

The time spent by the steward and the employee under 7.2 and 7.3 shall be without pay.



## ARTICLE 8 SALARIES AND WAGES

### Section 8.1

The following is the salary schedule for fiscal year 2004-2005:

Probationary Patrol (12 months)	\$13.35 per hour
Patrol I (12 months)	\$15.63 per hour
Patrol II (36 months)	\$16.59 per hour
Patrol III (60 months)	\$17.80 per hour
Sergeant	\$18.90 per hour

The following is the salary schedule for fiscal year 2005-2006:

Probationary Patrol (12 months)	\$13.79 per hour
Patrol I (12 months)	\$16.07 per hour
Patrol II (36 months)	\$17.03 per hour
Patrol III (60 months)	\$18.24 per hour
Sergeant	\$19.36 per hour

The following is the salary schedule for fiscal year 2006-2007:

Probationary Patrol (12 months)	\$14.23 per hour
Patrol I (12 months)	\$16.51 per hour
Patrol II (36 months)	\$17.47 per hour
Patrol III (60 months)	\$18.68 per hour
Sergeant	\$19.82 per hour

Every new hire shall be on probation for twelve (12) months.

Police officers employed by the Mount Vernon Police Department may attend college or university classes which have been pre-approved by the Chief and the Safety Committee. The City shall reimburse the police officer's tuition and book expense for all such pre-approved classes, after completion of said class and evidence by an official transcript (or certificate) showing a minimum passing grade of C or above.

## ARTICLE 9 LUNCH PERIOD

### Section 9.1

Whenever possible and except as otherwise determined by the Chief each employee shall receive a thirty (30) minute lunch period during their regular shift. Each employee shall receive a break period whenever possible as determined by the Chief. The employee shall be available for emergency calls during said lunch and break periods.

ARTICLE 10  
COURT LEAVE/JURY DUTY

Section 10.1

Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. An employee required to appear for court time during off-duty hours shall be paid for two (2) hours or all time spent. If an employee appears for court and he is off duty, and court has been canceled, the City will pay two (2) hours at time and one-half (1 1/2), but if the employee has been notified properly of the court cancellation, the City will not be obligated to pay the employee. In case an employee is subpoenaed in a job related civil case, he shall not lose any pay as a result thereof, but shall be compensated as stated in this section if the employee is off duty.

An employee required to appear for any of the above on their off duty hours will be paid for all hours spent with a minimum of one hour at the rate of straight time at the employee's regular rate of pay. In case an employee is subpoenaed in a job related civil case they shall not lose any pay as a result thereof.

Section 10.2

Jury Duty: A full-time regular employee who is required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible employees shall present proof of service and must report immediately for work if they are discharged from the jury before the end of their scheduled hours of work. If the employee is the plaintiff or complainant on a job related civil case, the employee will not be compensated for court time.

ARTICLE 11  
WORK WEEK - PAY DATES

Section 11.1

The work week shall run from 12:01 A.M. Monday through 12:00 P.M. Sunday evening.

Shift #1	7:00 A.M. - 3:00 P.M.
Shift #2	3:00 P.M. - 11:00 P.M.
Shift #3	11:00 P.M. - 7:00 A.M.

However, the Police Chief may modify or adjust the shifts and hours as needed as they deem appropriate. Overtime shall be paid after eight (8) hours in any given day, or ten (10) hours if on a ten (10) hour shift.

There shall be no trading of work assignments except by specific approval of the Police Chief and the Mayor. Normal work week will be forty (40) hours. Any change of basic hours shall be by written authorization by the Police Chief. Notification of any change in shift hours shall be made five (5) days in advance of change except in case of emergency.

The work week will consist of five (5) eight (8) hour days or four (4) ten (10) hour days as determined by the Chief.

#### Section 11.2

Any scheduled overtime shall be paid at one and one-half (1½) times the regular rate. Full and part-time officers shall be offered, on an equal and rotating basis, uncovered shifts that the Chief determines should be covered. An officer's refusal to work an offered shift under this Section shall constitute acceptance of a turn in the rotation cycle.

#### Section 11.3

Each time an employee is on call the employee shall be paid thirty dollars (\$30.00) for being on call plus a two (2) hour minimum, if called in. On call means when no officer is on duty physically for a shift.

#### Section 11.4

The standard payroll shall be paid every two (2) weeks with pay days on the Friday following the end of the payroll period.

#### Section 11.5

All employees shall be allowed to build up eighty (80) hours of comp time.

### ARTICLE 12 HOLIDAYS

#### Section 12.1

Legal Holidays observed are:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Day after Thanksgiving
Labor Day	Day before Christmas
Martin Luther King, Jr. Day	Christmas Day

#### Section 12.2

All full time employees will observe the holiday on the day on which it falls. Employees will be paid eight (8) hours or ten (10) hours pay depending on their scheduled shifts for a holiday occurring on a day when they are not scheduled to work. Employees who work a holiday will be paid at two and one-half (2 1/2) times their regular hourly rate for eight

(8) or ten (10) hours and one and one-half (1 1/2) times their regular hourly rate for all hours worked after the eight (8) or ten (10) hour shift. A personal day shall not be granted before or after a holiday unless approved by the Chief.

#### Section 12.3

Employees may carry over up to a maximum accumulation of four (4) personal days per contract term.

### ARTICLE 13 UNIFORM & EQUIPMENT MAINTENANCE

#### Section 13.1

The City shall purchase an appropriate amount of items of clothing and equipment listed in Appendix A below for new and existing employees, as recommended by the Public Safety Committee.

#### APPENDIX A ITEMS OF CLOTHING AND EQUIPMENT INITIAL ISSUE-NEW OFFICERS

Hat	1 each
Cap - winter	1 each
Pat down gloves	1 pair
Winter gloves	1 pair
Shirt - long sleeve	5 each
Shirt - short sleeve	5 each
Turtlenecks	5 each
Trousers	5 each
Lightweight summer jacket	1 each
Winter jacket	1 each
Ties	2 each
Boots - winter	1 pair
Shoes - summer	1 pair
Belt - trousers	1 each
Belt - basket weave outside	1 each
Holster - high ride	1 each
Belt keepers	
Key Flap and Holder	
Single cuff case and cuffs or	2 each
Double cuff case and 2nd pair of cuffs	
Name Plate	1 pair
Brass	1 each
Badge set:	

Brass	1 each
Badge set:	
Breast badge	1 each
Hat badge	1 each
ID Holder w/badge and ID	1 each
Business Cards	1000
Patches	
Body vest (armor) -	
(replace every 5 years)	1 each
Pepper spray	1 each
One Sidearm (the City to retain ownership)	
ASP and ASP Holder	1 each
Rain Gear	1 each

#### Section 13.2

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the officer.

#### Section 13.3

MILEAGE: The City of Mount Vernon will compensate an employee at the current IRS rate per mile when the employees are required to provide their own transportation in order to perform their job function when authorized by the Police Chief prior to use of personal vehicle.

#### Section 13.4

Any expenses incurred in the line of duty by an employee shall be reimbursed to the employee after bill is approved by Police Chief and submitted to City Council.

#### Section 13.5

The City will provide a credit at a dry cleaner located in Mt. Vernon of twenty dollars (\$20.00) per month per officer for dry cleaning of their uniforms.

#### Section 13.6

Reimburse \$100 per year for employee membership at area fitness center.

### ARTICLE 14 GROUP HEALTH AND LIFE INSURANCE

#### Section 14.1

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time employees including dependent coverage. The City shall reimburse employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts. The City will not reduce any benefit or coverage of group health and life insurance

without prior negotiations with the bargaining representative. Coverage periods, coverage requirements and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover member spouse and children (if any).

#### Section 14.2

The City will provide life insurance equal to two (2) times employees annual salary up to one hundred thousand (\$100,000.00) for full-time employees with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage (\$25,000.00) for accidental death of the employee.

#### Section 14.3

Also ten thousand dollars (\$10,000.00) life insurance on the employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

#### Section 14.4

Eligible employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage, for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

### ARTICLE 15 SICK LEAVE

#### Section 15.1

All employees shall receive sick leave at the rate of one and one-sixth (1 1/6) days per month. Employees shall not accumulate more than one hundred five (105) days of sick leave but may, after accumulating one hundred five (105) days of sick leave, trade two (2) days of sick leave earned in excess of the 105 day limit for one (1) extra day's vacation, up to a maximum of five (5) extra vacation days per fiscal year. All extra vacation days referred to in this paragraph must be used by the end of the fiscal year (June 30) in which the sick days in excess of 105 are earned so that no employee has credit for more than 105 sick days at the beginning of each fiscal year (July 1).

Employees may accrue sick days past the 105 earned limit but such sick days may only be used toward certifiable catastrophic sickness or illness, in no instance will the City be liable to reimburse earned but not used sick leave in excess of the cap of 105 sick days as per Section 15.3. Additionally, all of Section 15.3 remains unchanged.

#### Section 15.2

Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or days off, unless otherwise mutually agreed to, and absence for more than two (2) consecutive work shifts requires a certificate from a physician for sick leave pay to be granted.

### Section 15.3

Upon retirement with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or his estate. Pay rate will be at the employee's regular rate. Upon termination (voluntary/involuntary) the employee shall receive one-half (1/2) of all accumulated sick leave pay. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

### Section 15.4

Duty Related Injury Coverage: When an employee suffers from a duty related injury they shall receive Worker's Compensation coverage and shall be guaranteed that the City will pay the difference so that they will not lose their normal bi-weekly pay while on duty related injury time, with a maximum of nine (9) months.

### Section 15.5

All employees shall receive three (3) personal days paid per year.

### Section 15.6

Employees may use up to six (6) of their earned sick days per year for the comfort and care and transportation to hospitals and doctors offices for their immediate family only, upon receipt of certification from doctor or physician.

## ARTICLE 16 VACATIONS

### Section 16.1

All regular full-time employees shall be entitled to vacation time with pay at their established rate under the following schedule:

After date of hire	3 1/3 hours of vacation per month of completed service
After 2-6 years of service	6 2/3 hours of vacation per month of completed service
After 7-14 years of service	10 hours of vacation per month of completed service
After 15-19 years of service	13 1/3 hours of vacation per month of completed service
After 20 years of service	16 2/3 hours of vacation per month of completed service

#### Section 16.2

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

#### Section 16.3

If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation or dismissal. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

#### Section 16.4

Vacation days are calculated as per Section 16.1 and posted for all employees on the first pay period of each month.

#### Section 16.5

Vacations shall be scheduled on a seniority basis. Subject to approval of Police Chief, vacations may be taken one day at a time.

#### Section 16.6

Employees may carry over unused vacation up to eighty (80) hours in any contract year. Carryover of vacation is not permitted after the first (1st) year of employment unless approved by the City Council.

### **ARTICLE 17 FUNERAL LEAVE**

#### Section 17.1

A paid leave of absence of time required up to three (3) days will be granted (if employee is scheduled to work on said days) for a death within the immediate family, providing such is approved by the Police Chief prior to taking said leave. Immediate family shall include the following relatives: wife, husband, son, daughter, stepchildren, stepparents, sister, brother, grandparents, grandchildren and parents of employee or spouse.

### **ARTICLE 18 MILITARY LEAVE**

#### Section 18.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, they report for duty at their old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed. Department seniority is maintained and longevity maintained.



### Section 18.2

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

## ARTICLE 19 TRAINING

### Section 19.1

The Employer shall provide and pay for all expenses incurred for the attendance in service training schools. No officer shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Officers required to attend departmental training or squad meetings will be allowed to take said time from their regular scheduled shift or shall be paid within twenty-two (22) working days at the discretion of the Employer. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to insure that they are certified Iowa peace officers. If an officer resigns before four (4) years' service after graduation from Police Academy, all expenses incurred by Employer for academy shall be deducted from the officer's last check. The preceding two sentences shall not apply to officers hired who are already certified at the time of hiring. All new employees hired after 7-1-98 will be required to sign an agreement titled "Law Enforcement Hiring Agreement" which will be a legally binding document and a part of the contract and attached to this contract as Exhibit 1 "Law Enforcement Hiring Agreement."

## ARTICLE 20 FALSE ARREST LAWSUITS

### Section 20.1

The City shall defend, save harmless and indemnify employees as required by Chapter 613A of the Code of Iowa.

## ARTICLE 21 BULLETIN BOARD

### Section 21.1

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

## ARTICLE 22 SENIORITY

### Section 22.1

A probationary period of twelve (12) months shall be required for both full-time and part-time sworn officers. The twelve (12) month probationary period covers only performance and job-related qualifications. All fringe benefits are granted to a full-time police officer (officers who work an average 40 hr. week and a 2080 hr. year) upon employment. All employees who are re-employed by the Employer who continued to work in the profession shall receive seniority credit for previous service excluding the time period they had not been in the service of the Employer.

### Section 22.2

If a part-time employee becomes a full-time employee, seniority shall be established by pro-rating time worked as a part-time employee as follows:

Average No. hours worked per week

40

X

total time worked

### Section 22.3

In the event it becomes necessary to reduce the work force seniority will be followed. Employees with the least seniority shall be laid off first if the remaining employees can qualify to do the work. When recalling employees they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement.

- A. In the event of a recall, an employee laid off shall be given ten (10) days notice of recall by certified letter, mailed to their last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, they shall be terminated and lose all seniority rights under this Agreement.
- B. All employees on lay off status shall retain their seniority.

## ARTICLE 23 SAFETY

### Section 23.1

The Employer shall comply with all safety regulations as set out by Department of Labor (OSHA), both State and Federal, regarding safety and health. Whenever an officer is required to transport a prisoner from one location to another the officer shall be accompanied by one (1) additional officer for each prisoner. It is understood that movement to and from court or a non-dangerous prisoner within the county or immediate area may be exempt if circumstances so warrant. However, all interstate transportation or transportation of any dangerous prisoner shall require two (2) officers for one prisoner. Night patrol cars shall be equipped with a vehicle security cage.

## ARTICLE 24 RIGHTS OF THE EMPLOYEE

### Section 24.1

If a member of the police department is required to be questioned concerning an administration problem, the questioning will be done at a reasonable hour and whenever possible during the time of duty of the member unless the importance of the investigation dictates otherwise. The member shall have the right, if they so choose, to have a steward present at all times.

### Section 24.2

The questioning of the member concerning criminal charges shall be governed by the same rules as for a citizen, to include; being informed of the nature of the investigation before the questioning begins, advising the member of their rights if they are the subject or target of criminal investigation and advising as to the availability of examination or questioning with polygraph as a voluntary alternative of the member. If the member is a suspect or the target of a criminal investigation, they shall be given all rights and privileges pursuant to the Constitution of the United States.

No employee shall be compelled to submit to an examination or questioning by polygraph and any refusal to take such examination shall not be cause for disciplinary action or dismissal.

### Section 24.3 Discipline Less Than Suspension or Discharge

On disciplinary matters requiring less than discharge or suspension for a single violation, the Employer shall give at least two (2) warning notices in writing, with a copy to the Local

Union, to any employee on any violation before suspension or discharge may be imposed. Warning letters will not be used for future disciplinary action after twelve (12) months.

#### Section 24.4 Discharge or Suspension

The Employer shall not discharge or suspend any employee without just cause. The Employer shall send to the Union within twenty-four (24) hours after the discharge or suspension of any employee, a copy of the discharge or suspension notice. If the employee feels they have been unjustly discharged or suspended, the Union may protect their discharge or suspension by filing written notice within five (5) working days thereafter with the Employer and the matter shall be referred for settlement between the Employer and the Union under the grievance procedure as set forth in Article 25.

### ARTICLE 25 GRIEVANCE PROCEDURE AND ARBITRATION

#### Section 25.1 Section 1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

#### Section 25.2 Section 2.

##### Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The Employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.

- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure unless unresolved.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the Employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

#### Section 25.3 Section 3.

##### First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

#### Section 25.4 Section 4.

##### Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and their union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

#### Section 25.5 Section 5.

##### Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if they so desire may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or their representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the Union

representative of the aggrieved, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or their representative shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the union representative of the employee.

#### Section 25.6 Section 6.

##### Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The grievant and their Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the PER Board shall be requested to provide a panel of five (5) arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one(1) name at a time from the list until one (1) shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Employer and the grievant or their representative(s).

#### Section 25.7

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

## ARTICLE 26 SAVINGS CLAUSE

### Section 26.1

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

## ARTICLE 27 GENERAL CONDITIONS

### Section 27.1

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

### Section 27.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 28 NO INDIVIDUAL AGREEMENTS

### Section 28.1

It is agreed by the employer that the employees shall not be asked to make any written or verbal contract which will in any way conflict with this agreement; Likewise, it is agreed by the employee that the employer shall not be asked to make any written or verbal contract which will in any way conflict with this agreement.

ARTICLE 29  
EFFECTIVE DATE AND TERM

Section 29.1

This Agreement shall be effective July 1, 2004 through June 30, 2007.

Section 29.2

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this day of JUNE, 2004.  
30<sup>TH</sup>

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

By Darryl Rankin  
Secretary-Treasurer

By Rick Bluff  
Mayor

By Andy Sullivan  
Business Representative

By Sarah L. Smith  
City Attorney



EXHIBIT 1  
AGREEMENT

This agreement is entered into by the City of Mt. Vernon, Iowa hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Employee".

THE INTENT OF THE AGREEMENT IS TO PROVIDE FOR THE TRAINING OF \_\_\_\_\_ AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT \_\_\_\_\_ PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON \_\_\_\_\_.

1. The City and Employee agrees that the Employee will attend the Iowa Law Enforcement Academy or Hawkeye Community College at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy will be as soon as the Employee is accepted for a training class. The City shall pay the expense of training and shall pay the employee's regular wages during this training. The employee agrees that they will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on City time, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending the Academy, and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the employee requires the payment of overtime to the replacing Officer. All of these reimbursable costs are referred to generally as "total training expenses". The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training Expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.
2. Employee may, at the City's option be required to work for the Mt.Vernon Police Department while attending the training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in the attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period consistent with the City Union Contract and State law.
4. Employee shall serve as a full-time police officer of the City, after graduation from the Iowa law Enforcement Academy and meet all criteria needed to receive proper certification.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four years from the date when the employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Mt. Vernon Police Department without having served as a certified police officer for at least four years, the employee shall reimburse the City for total training expenses incurred per the following schedule:
  - a. The amount of reimbursement shall be determined as follows:
    - (1) If a law enforcement officer resigns less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
    - (2) If a law enforcement officer resigns one (1) year or more but less than two (2) years after completion of approved training, seventy-five percent (75%).
    - (3) If a law enforcement officer two (2) years or more but less than three (3) years after completion of the approved training, fifty percent (50%).
    - (4) If a law enforcement officer resigns three(3) years or more but less than four (4) years after completion of the approved training, twenty-five percent (25%).
8. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four years, the Employee shall reimburse the City for total training expenses incurred if the Employee is

dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.

9. At the end of four (4) years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero (0) dollars.
10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum Monthly Payment	Annual Percentage Rate
One Hundred Dollars (\$100.00)	Six Percent (6%)

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap. 411 of the Iowa Code, while in the employ of the City any training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify City of employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's de-certification as an Iowa Law Enforcement Officer.
15. This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the academy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

City of \_\_\_\_\_, Iowa.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Mayor

EXHIBIT "A"

Tuition: \_\_\_\_\_

Meals: \_\_\_\_\_

Mileage to be reimbursed at 32.5 cents per mile

Post test cost \$15.00

MMPI cost \$75.00

Evaluation - actual cost invoiced

Hourly rate at \_\_\_\_\_ per hour or contract wages incurred during training

Overtime rate to be determined for replacement

Medical evaluation expenses as billed

Drug testing expenses as billed